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**Terms and Conditions****Version 1.1****April 2010****1** Definitions

In these Terms, the following definitions apply:

"**Charges**" means the charges for the '**Services**' specified on the '**Specification Sheet**';

"**Contract**" means the contract for the provision of the '**Services**';

"**Customer**" means the person named as such on the '**Specification Sheet**';

"**Services**" means the services specified on the '**Specification Sheet**';

"**Specification Sheet**" means the sheet to which these Terms are attached;

"**Supplier**" means Aire Valley Computer Solutions Limited, registered in England and Wales no. 07015472;

"**These Terms**" means the terms and conditions for the supply of services set out in this document.

**2** Formation of the contract

2.1 '**These Terms**', together with the details on the '**Specification Sheet**', apply to the supply of the '**Services**' by the '**Supplier**'. Any changes or additions to these Terms or those details must be agreed in writing between the '**Customer**' and the Supplier.

2.2 No '**Contract**' exists between the '**Customer**' and the '**Supplier**' for the supply of the '**Services**' until the Supplier has received and accepted the Customer's signed copy of the '**Specification Sheet**' and sends the Customer confirmation in writing to the address, fax number or email address the Customer has given. Once the Supplier does so, there is a binding legal contract between the Supplier and the Customer.

2.3 The '**Contract**' is subject to the Customer's right of cancellation (see below).

2.4 The '**Supplier**' may change '**These Terms**' without notice to the '**Customer**' in relation to the provision of future services.

**3** The customer's right of cancellation

3.1 The '**Customer**' has the right to cancel the '**Contract**' at any time up to the end of seven working days after the day on which the Contract is concluded, subject to the following provisions. A working day is any day other than weekends and bank or other public holidays.

3.2 To exercise the right of cancellation, the '**Customer**' must give written notice to the '**Supplier**' by hand or post, fax or email, at the Supplier's address, fax number or email address shown on the '**Specification Sheet**'.

3.3 Once the '**Customer**' has notified the '**Supplier**' that the Customer is cancelling the '**Contract**', the Supplier will within 30 days refund or re-credit to the Customer any sum that has been paid by the Customer or debited from the Customer's credit card for the Services.

#### 4 Provision of the services

- 4.1 Details of the **'Services'** are set out on the **'Specification Sheet'**. Further information about the Services will be supplied at the time the order is placed provided the same is requested by the **'Customer'**.
- 4.2 It is the Customer's responsibility to provide the **'Supplier'**, in sufficient time, with any information and instructions relating to the **'Services'** that is or are necessary to enable the Supplier to provide the Services in accordance with the **'Contract'**.
- 4.3 If the **'Customer'** fails to do so, or provides the **'Supplier'** with incomplete, incorrect or inaccurate information or instructions, the Supplier reserves the right to cancel the **'Contract'** by giving written notice to the Customer, or to make an additional charge of a reasonable sum to cover any extra work that is required.
- 4.4 If the **'Services'** requested by the **'Customer'** are not available for any reason beyond the Supplier's reasonable control, the **'Supplier'** will promptly notify the Customer in writing or by email and endeavour to provide an alternative service which is reasonably acceptable to the Customer, but if it is not able to do so the Supplier shall be entitled to cancel the order or (if the order has been accepted by the Supplier) cancel the **'Contract'**, in which case the Supplier will promptly notify the Customer in writing or by email and refund or re-credit to the Customer any sum that has been paid by the Customer or debited from the Customer's credit card for the Services.
- 4.5 The **'Services'** are supplied only for domestic and private use, and the **'Customer'** agrees not to use the Services for any commercial purpose.

#### 5 Charges

- 5.1 The **'Charges'** for the **'Services'** are as shown on the **'Specification Sheet'** and are inclusive of any applicable Value Added Tax.
- 5.2 A deposit is payable by the **'Customer'** on confirmation of the Customer's order, and further instalments of the **'Charges'** are payable, as stated in the Specification Sheet. If the deposit is not made within the required time, the **'Supplier'** reserves the right to cancel the order. If the balance of the Charges is not paid, or the Customer cancels the **'Contract'** otherwise than as permitted under paragraph 6, the **'Supplier'** shall be entitled to forfeit the Customer's deposit.
- 5.3 The **'Supplier'** will invoice the **'Customer'** on the date[s] specified on the **'Specification Sheet'** for the balance of the Charges, which shall be payable within 14 days of the date of the invoice, unless otherwise agreed in writing.
- 5.4 Payment of the **'Charges'** can be made by any method shown in the Supplier's current catalogue or shown on its website at the time the **'Customer'** places the order for the **'Services'**.
- 5.5 If payment is not made on the due date, the **'Supplier'** will be entitled to charge interest on the unpaid balance of the **'Charges'** at 4% per annum above the base rate for the time being of Barclays Bank plc.

#### 6 Termination

- 6.1 The **'Contract'** will commence on the date specified on the **'Specification Sheet'**, and will run initially for the minimum period specified on the Specification Sheet, at the end of which the **'Customer'** may renew the Contract for a further period as specified on the Specification Sheet,

subject to payment of the Supplier's standard charges at the time, as notified in writing to the Customer.

- 6.2 Either party may, without limiting any other right, terminate the **'Contract'** by giving written notice to the other party if (i) the other party breaches any provision of this Agreement and fails to remedy the breach within 7 days after receipt of a notice giving details of the breach and requiring it to be remedied; or (ii) the other party becomes bankrupt, goes into liquidation or administration, makes any arrangement or composition with his or its creditors, or a receiver or administrative receiver is appointed over any of the assets of the other party.
- 6.3 If the **'Customer'** properly terminates the **'Contract'** before the end of any further period following the initial minimum period, the **'Supplier'** will refund a due proportion of any **'Charges'** paid in advance for the period then current.
- 6.4 A delay by either party in acting on a breach of this Agreement will not be regarded as a waiver of the breach. If either party waives a breach of the **'Contract'** by the other, the waiver is limited to the particular breach.
- 6.5 Termination of the **'Contract'** will not affect either party's outstanding rights or duties, including the Supplier's right to recover any money owing to it under **'These Terms'**.

## 7 Warranty and liability

- 7.1 The **'Supplier'** warrants to the **'Customer'** that the **'Services'** will be provided using reasonable care and skill and, unless the Supplier is prevented by circumstances beyond its reasonable control, in accordance with the **'Specification Sheet'**.
- 7.2 The **'Supplier'** shall have no liability to the **'Customer'** for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Customer which is or are incomplete, incorrect or inaccurate.
- 7.3 The **'Supplier'** shall not be liable to the **'Customer'** for any unforeseeable loss or damages arising from the provision (or non-provision) of the **'Services'**, including loss of profit or consequential loss or damage.
- 7.4 The **'Supplier'** shall not be liable to the **'Customer'** by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure was due to an act of God, war, terrorism, power failure, or any other cause beyond the Supplier's reasonable control.
- 7.5 To enable the **'Supplier'** to deal with any complaint that may arise relating to the **'Services'**, the **'Customer'** must provide full details of any complaint within 7 days of the supply of the relevant Services.
- 7.6 Nothing in **'These Terms'** affects any liability for death or personal injury caused by the Supplier's negligence or for fraudulent misrepresentation, or the Customer's statutory rights as a consumer.

## 8 Data Protection

- 8.1 The **'Supplier'** will only use any personal information provided by the **'Customer'** for the purpose of providing the **'Services'**, or for informing the Customer of the availability of similar services, unless the Customer agrees otherwise.

8.2 The **'Customer'** can correct any information, or ask for information about the Customer to be deleted, by giving written notice to the **'Supplier'** at the address, fax number or email address shown on the **'Specification Sheet'**.

9 Copyright etc.

9.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items prepared or produced for the **'Customer'** by or on behalf of the **'Supplier'** in connection with the **'Contract'** shall belong to the Supplier absolutely and any such materials, documents or items shall be or remain the sole property of the Supplier.

9.2 The Customer shall be entitled to use any such materials, documents or other items as are referred to in paragraph 9.1 in connection with the **'Services'** but shall not be entitled to copy any such items or use them for any commercial purpose.

10 General

10.1 The **'Supplier'** may assign or sub-contract the **'Contract'** if this is necessary for operational reasons or in connection with a business transfer or reorganisation. Otherwise, the Contract is not transferable by either party.

10.2 Nothing in the Contract gives any right to any third party to enforce any provision under the [Contracts \(Rights of Third Parties\) Act 1999](#) or otherwise.

10.3 **'These Terms'** and the **'Contract'** will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from the Contract.